

FORM 4

Real. Property (Unit Titles) Ordinance 1970

Sheet No. 24 of 25 Sheets

UNITS PLAN NO 116

SECTION .37 DIVISION OF COOK

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO
WHICH LEASES OF UNITS ARE HELD

1. "Unit" in this Schedule means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the units plan as a unit.

"Unit Subsidiary" in this Schedule means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the units plan as a unit subsidiary.

2. The term of the lease of each of the Units expires on the sixteenth day of March two thousand and seventy five.

3. The rent reserved by and payable under the lease for the Unit is Five cents per annum if and when demanded.

4. Each of the Lessees of Units Nos. 1-105 covenants with the Commonwealth of Australia (hereinafter referred to as "the Commonwealth") in respect of the Unit and Unit subsidiary leased by the Lessee as follows:-

- (a) to pay to the Commonwealth or to such person as may be authorised by the Commonwealth` for that purpose at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Commonwealth relating thereto and served on the Lessee.
- (b) the Lessee acknowledges pursuant to sub-section (4) of Section 12A of the City Area Leases Ordinance 1936 as amended that the Lessee has agreed to pay to the Commonwealth the reserve price due in respect of the Unit by the instalments and in accordance with the terms and conditions set out in the Deed of Agreement dated 17 March 1976 between the Commonwealth and Cook Aranda Co-operative Housing Society Ltd relating to the payment of the reserve price for the lease of Section 37 Division of Cook.
- (c) to construct the Unit and Unit subsidiary in accordance with the plans and specifications approved in writing by the Commonwealth

by the sixteenth day of September 1978 or within such further time as may be approved in writing by the Commonwealth.

- (d) not to make any structural alterations to the Unit or Unit Subsidiary without the previous approval in writing by the Commonwealth.
- (e) to use the Unit for residential purposes only as a single Private dwelling house.
- (f) not to use the Unit Subsidiary as a dwelling house.
- (g) at all times during the lease to maintain repair and keep in repair to the satisfaction of the Minister the Unit and Unit Subsidiary.
- h) if and whenever the Lessee fails to maintain repair and keep in repair the Unit and Unit Subsidiary the Commonwealth may by notice in writing to the Lessee specifying the wants of repair require the Lessee to effect repairs in accordance with the said notice or if the Minister is of the opinion that a building, part of a building or other improvement is beyond reasonable repair the Minister may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one calendar month from the date of receipt of the said notice or such longer time as the Commonwealth may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter the Unit and Unit Subsidiary and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Commonwealth in effecting such repairs or demolition and removal shall be paid by the Lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Commonwealth by the Lessee.
- (i) to permit any person or persons authorised by the Commonwealth in that behalf to enter the Unit or Unit Subsidiary at all reasonable times to inspect the Unit and Unit Subsidiary.
- (j) to pay to the Commonwealth his proportion being the proportion the Unit entitlement bears to the aggregate Unit entitlement of all the Units of any amount payable by the Corporation to the Commonwealth

(but which has not been paid by the Corporation within the required time) under the provisions of any law of the Territory applicable to the Unit, Unit Subsidiary or Common Property and without limiting the generality thereof under the provisions• of the City Area Leases Ordinance 1936 and the Unit Titles Ordinance 1970,

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:-

- (a) subject to this clause the Lessee shall not without the written consent of the Minister first had and obtained transfer or assign by way of sale the lease whether at law or in equity during the period of 5 years commencing on the date of the commencement of the lease AND in the case of any agreement by the Lessee to effect any such transfer or assignment subject to the consent of the Minister being first obtained the Lessee shall apply for the Minister's consent as aforesaid within 3 months of the making of the agreement;
- (b) before consenting to any transaction to which this clause applies the Minister may require the Lessee to inform him of any particulars relating to the consideration to be paid in respect of that transaction;
- (c) a certificate by the Minister that the Lessee may transfer or assign the lease for a consideration not exceeding an amount specified in the certificate shall constitute consent as required by this clause;
- (d) if the Minister refuses to give consent to the transfer or assignment of the lease the lessee may make an offer in writing to the Commonwealth to surrender the lease in consideration of the payment by the Commonwealth of an amount specified in the offer and on payment of that amount or of another amount agreed to or failing any such agreement of an amount determined in accordance with the provision of paragraph (e) of this clause the Lessee shall surrender this lease and the Commonwealth shall accept such surrender;
- (e) failing agreement thereto the amount that shall apply for the purposes of paragraph (d) shall comprise so much of the reserve price for this lease that has actually been paid, replacement cost less depreciation of all improvements on the land comprised in the lease and all expenses properly paid by the Lessee including agent's fees and legal expenses and shall be determined by a single Arbitrator who shall be the National President for the time being of the Australian Institute of Valuers if able to act otherwise a person able to act nominated by the said National President;

- (f) the Commonwealth shall make payment of the amount agreed or determined under paragraph (d) by first paying out therefrom any mortgages registered over the unit and by thereafter paying to the Lessee any balance thereof remaining;
- (g) any consent given by the Minister is conditional upon the consideration payable in respect of the transaction not exceeding the amount in that behalf set out in the consent; and
- (h) this clause shall not apply to a transfer or assignment of the lease or of any interest in the lease by operation of law or by will or by a mortgagee in pursuance of a power of sale as mortgagee.

6. IT IS FURTHER MUTUALLY COVENANTED AND AGREED as follows:

- (a) the Lessee may at any time upon payment of all rent and other moneys due to and demanded by the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law to the contrary the Lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any improvements on the land comprised in the lease.
- (b) If -
 - (i) any instalment referred to in Clause 4(b) shall remain unpaid for a period of twelve months next after the date on which the instalment becomes payable;
 - (ii) the Unit and Unit Subsidiary to be constructed by the Lessee pursuant to this lease are not completed by the Lessee within the time specified in Clause 4(c);
 - (iii) the Lessee shall commit or suffer a breach of any covenant contained in Clause 5 hereof;
 - (iv) after completion of the Unit and the Unit Subsidiary the Unit is at any time not used for a period of one year for the purpose for which this lease is granted;
 - (v) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease and shall have failed to remedy such breach within a period of three months from the date of receipt by the Lessee of a notice in writing from the Commonwealth specifying the nature of the breach;

the Commonwealth may determine the lease but without prejudice to any claim which the Commonwealth may have against the Lessee in respect of the breach of any covenant herein contained or implied and on the part of the Lessee be observed or performed.

- (c) Acceptance of rent by the Commonwealth during or after any period referred to in Clause 6(b) shall not prevent or impede the exercise by the Commonwealth of the powers conferred on it by that clause.
- (d) (1) If the Proprietors Units Plan No 116 (hereinafter referred to as "the Corporation") at least twelve months or, if the Minister so allows at any time before the expiry date of the leases and the common property under the Units Plan, applies in writing to the Minister for an extension of the terms of all the leases, the Minister
 - (i) if, at least three months before the expiry date, he decides to subdivide the parcel in a manner other than the subdivision effected by the Unit Titles Ordinance or decides that the parcel Or a part of the parcel is required for a Commonwealth Purpose - shall by notice in writing, refuse the application, or
 - (ii) in any other case - shall, by instrument in writing, authorize the extension of the terms of all those leases for such period as is specified in the instrument, being -
 - (a) the same period for all those leases; and
 - (b) a period of not less than five years.
- (2) A notice given under paragraph (1)(i) of this Clause shall be sent or delivered to the Corporation so that it is received by the Corporation at least three months before the expiry date of the lease.
- (3) An instrument authorizing the extension of the terms of the leases shall be sent or delivered to the Corporation as soon as practicable after it has been made.
- (4) On receipt of an instrument under the last preceding clause, the Corporation may lodge it with the Registrar for

registration under the Real Property (Unit Titles) Ordinance 1970 and, if the instrument is so registered before the expiry date, the terms of the leases are extended accordingly.

(5) The lessee under a lease the term of which is extended under this clause is not liable to make any payment to the Commonwealth for improvements on the land comprised in the lease.

- (e) In this lease the expression "the Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936, as amended or any Statute or Ordinance substituted therefor, or the member of the Executive Council of the Commonwealth for the time being exercising the powers and functions of such Minister, AND shall include the authority or person for the time being authorised by the Minister or by law to exercise those powers and functions of the Minister.
- (f) Any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or, at its registered office or at the usual or last-known address of the Lessee.
- (g) If the Lessee shall consist of one person the expression "the Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee.

If the Lessee shall consist of two or more persons the expression "the Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them.

If the Lessee shall be a corporation the expression "the Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

DATED the 17th day of AUGUST 1976